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L99000006001

DATE: APRIL 13, 2000

ACCOUNT NO: FCA000000015

AUTHORIZATION: ABBIE/PAUL HODGE

*Paul Hodge*

00 APR 13 AM 11:57  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

FILED

TYPE OF FILING:

CORPORATE MERGER

CORPORATE NAME:

NETWORKNIRVANA.COM, L.L.C.  
AND  
NETWORKNIRVANA.COM, INC.

L99-6001

Name	<i>4-13</i>
Availability	
Document	
Examination	
Approval	
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Acknowledgment	
W. F. Verzyer	

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STATE  
DEPARTMENT OF  
DIVISION OF  
TALLAHASSEE, FLORIDA

100003206901--4

SPECIAL INSTRUCTIONS:

NONE

COST: \_\_\_\_\_

**ARTICLES OF MERGER**

between

**NETWORKNIRVANA.COM, L.L.C.,**  
a Florida limited liability company

and

**NETWORKNIRVANA.COM, INC.,**  
a Delaware corporation

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TALLAHASSEE, FLORIDA

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Pursuant to Section 608.4382 of the Florida Statutes, NetworkNirvana.Com, L.L.C., a Florida limited liability company ("NNLLC") and NetworkNirvana.com, Inc., a Delaware corporation (the "Corporation") adopt the following Articles of Merger:

1. The Plan of Merger (the "Plan of Merger") attached hereto as Exhibit A, and made a part hereof, was unanimously approved and adopted by all of the members of NNLLC and all of the stockholders of the Corporation.
2. Pursuant to the Plan of Merger, NNLLC will merge with and into the Corporation (the "Merger").
3. The Merger shall be effective at 12:01 p.m., Delaware time, April 14, 2000.
4. The principal office of the Corporation is 3535 University Drive, Dallas, Texas, 75205.
5. The Corporation is deemed to have appointed the Secretary of State of the State of Florida as its agent for service of process in a proceeding to enforce any obligation or the rights of any dissenting members of NNLLC.
6. The Corporation agrees to promptly pay to any dissenting members of NNLLC, the amounts, if any, to which such dissenting members are entitled under Section 608.4384 of the Florida Statutes.

IN WITNESS WHEREOF, these Articles of Merger have been duly executed by the parties hereto this 2<sup>nd</sup> day of April, 2000.

**NETWORKNIRVANA.COM, INC.,**  
a Delaware corporation

By: *Michael A. Upchurch*

Name: Michael A. Upchurch

Title: CEO

**The Members of**  
**NETWORKNIRVANA.COM, L.L.C.,**  
a Florida limited liability company

*Michael A. Upchurch*  
Michael A. Upchurch

*Thomas Upchurch*  
Thomas Upchurch

John J. Upchurch, individually and as trustee

*Travis Jeanneret*  
Travis Jeanneret

*Craig L. Woodfield*  
Craig L. Woodfield

**WESCOM CAPITAL, INC.,**  
d/b/a Western Telecom

By: *Gary J. Keister*

Name: GARY J. KEISTER

Title: president

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TALLAHASSEE, FLORIDA

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IN WITNESS WHEREOF, these Articles of Merger have been duly executed by the parties hereto this 12<sup>th</sup> day of April, 2000.

**NETWORKNIRVANA.COM, INC.,**  
a Delaware corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

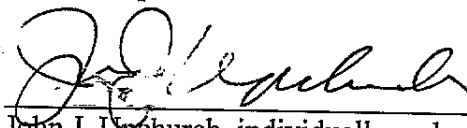
**The Members of**  
**NETWORKNIRVANA.COM, L.L.C.,**  
a Florida limited liability company

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SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

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\_\_\_\_\_  
Michael A. Upchurch

\_\_\_\_\_  
Thomas Upchurch

  
\_\_\_\_\_  
John J. Upchurch, individually and as trustee

\_\_\_\_\_  
Travis Jeanneret

\_\_\_\_\_  
Craig L. Woodfield

\_\_\_\_\_  
**WESCOM CAPITAL, INC.,**  
d/b/a Western Telecom

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Exhibit A

AGREEMENT AND PLAN OF MERGER

[Attach Agreement and Plan of Merger here]

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SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

IN WITNESS WHEREOF, the parties hereto have consented to and approved of this Plan as of the day and year first above written.

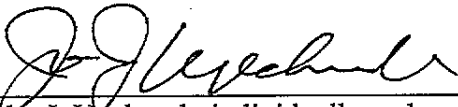
**NETWORKNIRVANA.COM, INC.,**  
a Delaware corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**The Members of**  
**NETWORKNIRVANA.COM, L.L.C.,**  
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By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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## Exhibit A

### AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (this "Plan") is made as of the 14th day of April, 2000, by and between NetworkNirvana.Com, L.L.C., a Florida limited liability company ("NNLLC"), and NetworkNirvana.Com, Inc., a Delaware corporation (the "Corporation").s

#### WITNESSETH:

WHEREAS, pursuant to this Plan and applicable law, it is contemplated that NNLLC will merge with and into the Corporation and that the Corporation will be the surviving entity (the "Surviving Entity") (such transaction at times hereinafter referred to as the "Merger");

WHEREAS, all of the members of NNLLC (the "Members") have deemed it advisable and in the best interests of NNLLC that NNLLC merge with and into the Corporation;

WHEREAS, all of the stockholders of the Corporation (the "Stockholders") have deemed it advisable and in the best interests of the Corporation that the Corporation enter into the Merger;

WHEREAS, the Members have approved the Merger in accordance with Section 608.4381 of the Florida Statutes, and the Stockholders and the board of directors of the Corporation have authorized, approved and adopted this Plan, all in accordance with the relevant provisions of Section 252 of the General Corporation Law of the State of Delaware (the "DGCL");

WHEREAS, the Members intend that the Merger will satisfy the requirements of Section 351 of the Internal Revenue Code of 1986, as amended.

NOW, THEREFORE, for and in consideration of the premises and of the mutual agreements, representations, warranties, provisions and covenants herein contained, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

#### 1. THE MERGER

1.1 Delivery and Filing of the Certificate of Merger. NNLLC and the Corporation shall cause a certificate of merger (the "Certificate of Merger") with respect to the Merger to be signed, verified and delivered to the Secretary of State of the State of Delaware on or before April 14, 2000. Further, NNLLC and the Corporation shall cause articles of merger (the "Articles of Merger") with respect to the Merger (with this Plan attached as a part thereof) to be signed, verified and delivered to the Secretary of the State of Florida, on or before April 14, 2000.

1.2 Effective Time of the Merger. The effective time of the Merger shall be 12:01 p.m., Delaware time, on April 14, 2000 (the "Effective Time"). At the Effective Time, NNLLC shall

be merged with and into the Corporation, in accordance with the terms and provisions of this Plan, the separate existence of NNLLC shall cease and the Corporation shall be the Surviving Entity of the Merger. The Merger shall be effected in a single transaction.

**1.3 Certificate of Incorporation and Bylaws of the Surviving Entity.** At the Effective Time of the Merger:

(a) The Certificate of Incorporation of the Corporation then in effect shall become the Certificate of Incorporation of the Surviving Entity; and subsequent to the Effective Time of the Merger, such Certificate of Incorporation shall be the Certificate of Incorporation of the Surviving Entity until thereafter changed in accordance with applicable law.

(b) The Bylaws of the Corporation then in effect shall become the Bylaws of the Surviving Entity; and subsequent to the Effective Time of the Merger, such Bylaws of the Corporation shall be the Bylaws of the Surviving Entity until it shall thereafter be duly amended.

(c) The Stockholders of the Surviving Entity shall be the same as the Members of NNLLC immediately prior to the Merger.

**1.4 Effect of Merger.** At the Effective Time of the Merger, the effect of the Merger shall be as provided in the applicable provisions of the DGCL. Except as herein specifically set forth, the identity, existence, purposes, powers, objects, franchises, privileges, rights and immunities of the Corporation shall continue unaffected and unimpaired by the Merger. The corporate franchises, existence and rights of NNLLC shall be merged with and into the Corporation, and the Corporation, as the Surviving Entity, shall be fully vested therewith. At the Effective Time of the Merger, the separate existence of NNLLC shall cease and, in accordance with the terms of this Plan, the Surviving Entity shall possess all of the rights, privileges, immunities and franchises, of a public as well as of a private nature, and all property, real, personal and mixed, and all debts due on whatever account, including subscriptions to shares, all taxes, including those due and owing and those accrued, and all other choses in action, and all and every other interest of or belonging to or due to NNLLC shall be taken and deemed to be transferred to, and vested in, the Surviving Entity without further act or deed; and all property, rights and privileges, powers and franchises and all and every other interest shall be thereafter as effectually the property of the Surviving Entity as they were of NNLLC; and the title to any real estate, or interest therein, whether by deed or otherwise, vested in NNLLC shall not revert or be in any way impaired by reason of the Merger. The Surviving Entity shall thenceforth be responsible and liable for all of the liabilities and obligations of NNLLC and any claim existing, or action or proceeding pending, by or against NNLLC may be prosecuted as if the Merger had not taken place, or the Surviving Entity may be substituted in its place. Neither the rights of creditors nor any liens upon the property of NNLLC shall be impaired by the Merger, and all debts, liabilities, obligations and duties of NNLLC shall attach to the Surviving Entity, and may be enforced against such Surviving Entity to the same extent as if said debts, liabilities, obligations and duties had been incurred or contracted by such Surviving Entity.



1.5 **Execution Copy of Plan; Copies to Stockholders and Partners.** The executed Plan is on file at the principal place of business of the Surviving Entity. The address of the principal place of business of the Surviving Entity is 3535 University Boulevard, Dallas, Texas 75205. A copy of the Plan will be furnished by the Surviving Entity, on written request and without cost, to any stockholder of the Surviving Entity (and former Members of NNLLC).

## 2. **CONVERSION OF UNITS**

2.1 **Manner of Conversion.** The manner of converting the membership interests (the "Units") of NNLLC, as issued and outstanding immediately prior to the Effective Time of the Merger, into interests in the Corporation as the Surviving Entity (the "Corporation Interests") shall be as follows: (A) at the Effective Time, each Unit in NNLLC issued and outstanding immediately prior to the Effective Time of the Merger, by virtue of the Merger and without any action on the part of the holder thereof, automatically shall be deemed to represent the right to receive one (1) share of common stock, \$.01 par value per share (the "Surviving Corporation Common Stock"), of the Corporation; (B) at the Effective Time, each option to purchase Units in NNLLC issued and outstanding immediately prior to the Effective Time of the Merger, by virtue of the Merger and without any action on the part of the holder thereof, shall automatically be deemed to represent an option to purchase one share of Surviving Corporation Common Stock for each former Unit for which the NNLLC Option was exercisable, on identical terms and for an exercise price of \$.10 per share of Surviving Corporation Common Stock subject to the option; (C) at the Effective Time, each share of Common Stock, \$.01 par value, of the Corporation outstanding immediately prior to the Merger shall be redeemed for their par value and cancelled; and (D) at the Effective Time, NNLLC's Members shall cease to have any rights as members of NNLLC, and their sole right shall be the right to receive Surviving Corporation Common Stock into which such Members' Units in NNLLC shall be converted in the Merger pursuant to of this Section 2.1.

## 3. **GENERAL PROVISIONS**

3.1 **Amendment.** This Plan may be modified or amended only by a written instrument executed by the Members of NNLLC holding a majority of the outstanding Units of NNLLC and by an authorized officer of the Corporation.

3.2 **Counterparts.** This Plan may be executed simultaneously in two (2) or more counterparts, each of which shall be deemed an original and all of which together shall constitute but one and the same instrument.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have consented to and approved of this Plan as of the day and year first above written.

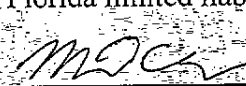
NETWORKNIRVANA.COM, INC.,  
a Delaware corporation

By: 

Name: Michael A. Upchurch

Title: CEO

The Members of  
NETWORKNIRVANA.COM, L.L.C.,  
a Florida limited liability company

  
Michael A. Upchurch

  
Thomas Upchurch

John J. Upchurch, individually and as trustee

  
Travis Jeanneret

  
Craig L. Woodfield

WESCOM CAPITAL, INC.  
d/b/a Western Telecom

By: 

Name: GARY J. KEISTER

Title: President

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SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

ARTICLES OF MERGER  
Merger Sheet

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MERGING:

NETWORKNIRVANA.COM, L.L.C. a Florida entity, L99000006001  
,

INTO

**NETWORKNIRVANA.COM, INC.,** entity not qualified in Florida.

File date: April 13, 2000, effective April 14, 2000

Corporate Specialist: Tammi Cline

Account number: FCA000000015

Account charged: 60.00